The undersigned, being the record owners and parties of interest of all the following described real property located in Yamhill County, Oregon:

Lots 1 through 22, Block 1, Skyvista Estates and Lots 1 through 10, Block 2, Skyvista Estates
do hereby make the following Declarations of Conditions and Restrictions covering the above described real property, specifying that this Declaration shall constitute covenants to run with all the land and shall be binding upon all persons claiming under them and that these Conditions and Restrictions shall be for the benefit of and limitations upon all future owners of said real property.

1. No dwelling or other building shall be erected within 25 feet of the front lot line, or nearer than 5 feet of any side lot line. No dwelling or other building shall be located on any interior lot line nearer than 10 feet to the rear lot line.

2. The ground floor area of the dwelling house, exclusive of garages, shall not be less than 1200 square feet.

3. All dwellings shall be completed as to the exterior construction and the exterior of said dwelling painted within one year from the time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such dwelling has been completed and painted. In lieu of said painting the exterior may be left in a rustic motif. The other buildings shall have their exteriors finished and painted, or in lieu thereof, left in a rustic motif within a period of six months from the time construction is commenced.

4. No mobile home shall be allowed with less than 600 square feet floor space. All mobile homes must have awnings and skirts. All oil barrels and all other fuel containers must be covered. No mobile home can be placed on the property previous to a 1968 model.

5. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No noxious or
offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

6. No animals, livestock or poultry shall be raised, bred or kept on any lot for commercial purpose. Dogs, cats, and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Horses, ponies and beef cattle may not be kept for commercial purposes.

7. Trees and timber shall not be removed from the property unless said removal is required to prepare for the building site or for the removal of a hazard created by the said trees or timber or for road or driveway.

8. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date of these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

9. The foregoing Conditions and Restrictions shall bind and inure to the benefit of and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors and assigns; and a failure, either by the owners above named or by their legal representatives, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver or the right to do so thereafter.

10. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. All persons acquiring an interest in lots fronting on Skyvista Drive take with the understanding that Yamhill County, Oregon, is in no way obligated nor does the County intend to maintain the roadways within said tract until the same have been brought up to the paved standard as may exist at that time.

12. No vehicle shall remain parked on Skyvista Drive for more than 72 consecutive hours.

13. Should any suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure to do so, then, whether the said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation
shall be entitled to have and to recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as an attorney's fee for such suit or action.

14. There is hereby created a committee known as Skyvista Owners Road Maintenance and Improvement Committee. The said Committee shall have the administrative responsibility for improving and maintaining Skyvista Drive, on or before the 1st day of January, 1973 and the 1st day of January of each year thereafter, the said committee shall determine the actual cost of maintaining and improving Skyvista Drive for the prior calendar year. It shall then divide such actual cost by the number of lots in Skyvista Estates Subdivision fronting on Skyvista Drive. On or before the 15th day of January of each year the said committee shall notify each owner of a lot or lots in Skyvista Estates fronting on Skyvista Drive of such total cost of maintenance and improvement and of the amount of such cost divided by the number of lots owned which amount shall be an assessment and shall be payable in full on or before the 15th day of the following April. Any amount not paid by the said April 15, shall constitute a lien on the said property and may be foreclosed as prescribed for real property liens in the Oregon Revised Statutes. Notice as herein prescribed should be given by registered mail at the address furnished by the lot owners to the committee.

The committee shall consist of three persons and initially shall be composed of Irving B. Iverson, Rodney Iverson and Everette D. Taylor. If any member of the committee resigns or is unable to act, the remaining number shall discharge the functions of the committee. At any time but in no event longer than five years from the date hereof, the committee may, by recorded statement to that effect relinquish the right herein reserved to appoint and maintain the committee and at such time the then record owners of fifty percent or more of the lots in said subdivision may elect and appoint a committee of three of such owners to assume and exercise all of the powers and functions of the committee specified herein. No member of the committee, however created, shall receive any compensation or make any charge for his services as such.

DATED this ___ day of June, 1972.

Rodney B. Iverson

Patricia J. Iverson
STATE OF OREGON } \nCounty of Marion } \n
June ___, 1972 \n
Personally appeared the within named Irving R. Iverson, \nMarianne Iverson, Rodney Iverson and Patricia J. Iverson \nand acknowledged the foregoing instrument to be their voluntary \nact and deed. Before me:

[Signature]
Notary Public for Oregon
My commission expires:

June 7, 1975

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STATE OF OREGON, \n
Count of Yamhill, \n
I, JACK BEELER, County Clerk in and for said County and State, \ndo hereby certify that the within Instrument of Writing was \nreceived and has been by me duly recorded on Page ___ of Volume ___ of the Records of \nDeeds for said County, on this ___ day of July, A.D. 19__ at ___ o'clock ___ AM, \n
On testimony whereof, I have hereto subscribed my name and affixed my Official Seal. \n
JACK BEELER, County Clerk

By: [Signature]

[Seal]

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Rodney Iverson
345 Russell St. S.E. \nSalem Or 97302

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RALPH W. O. WYCKOFF
ATTORNEY AT LAW
3939 COMMERCIAL STREET, S.E.
SALEM, OREGON 97302